

Official RecordRecording requested By
CHICAGO TITLE AGENCY OF NEVADA

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$48.00

Page 1 of 10

RPIT:

Recorded By LB

Book- 271 Page- 0071

APN: 08-201-28, et al

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Wells Fargo Bank, National Association
Commercial Real Estate Banking Group
AU 02961
2033 N Main Street, Suite 400
Walnut Creek, CA 94596

Attn: Mark Iorns
Loan #101452- #001-Coyote (Lincoln Co)



0141072

**MEMORANDUM OF MODIFICATION AGREEMENT
AMENDING DEED OF TRUST**

The undersigned declare that they have entered into the First Modification Agreement (Secured Loan) dated of even date herewith (the "Modification Agreement") which amends and modifies the Second Amended and Restated Credit Agreement ("Credit Agreement") dated of February 7, 2011, wherein provision is made for (a) amendment of the Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated September 8, 2005 and executed by Coyote Springs Investment LLC, as Trustor, to American Securities Company of Nevada, a Nevada corporation, as Trustee, as amended, in favor of Wells Fargo Bank, National Association, as "Administrative Agent" on behalf of and for the benefit of all current and future "Lenders" under the Credit Agreement, which was recorded on September 27, 2005, as Instrument No. 125286, Book 206, Page 467, in the Official Records of Lincoln County, Nevada, (b) amendment of certain obligations secured by that deed of trust and (c) cross-collateralization of the Other Deed of Trust referenced on Exhibit A attached hereto. This instrument is a memorandum of the Modification Agreement, and the same is incorporated herein by this reference with the same effect and as though set forth herein in its entirety.

This Modification Agreement may be executed in any number of counterparts, each of which when executed and delivered will be deemed to be an original and all of which, taken together, will be deemed to be one and the same instrument.

(SIGNATURES FOLLOW ON THE NEXT PAGES)



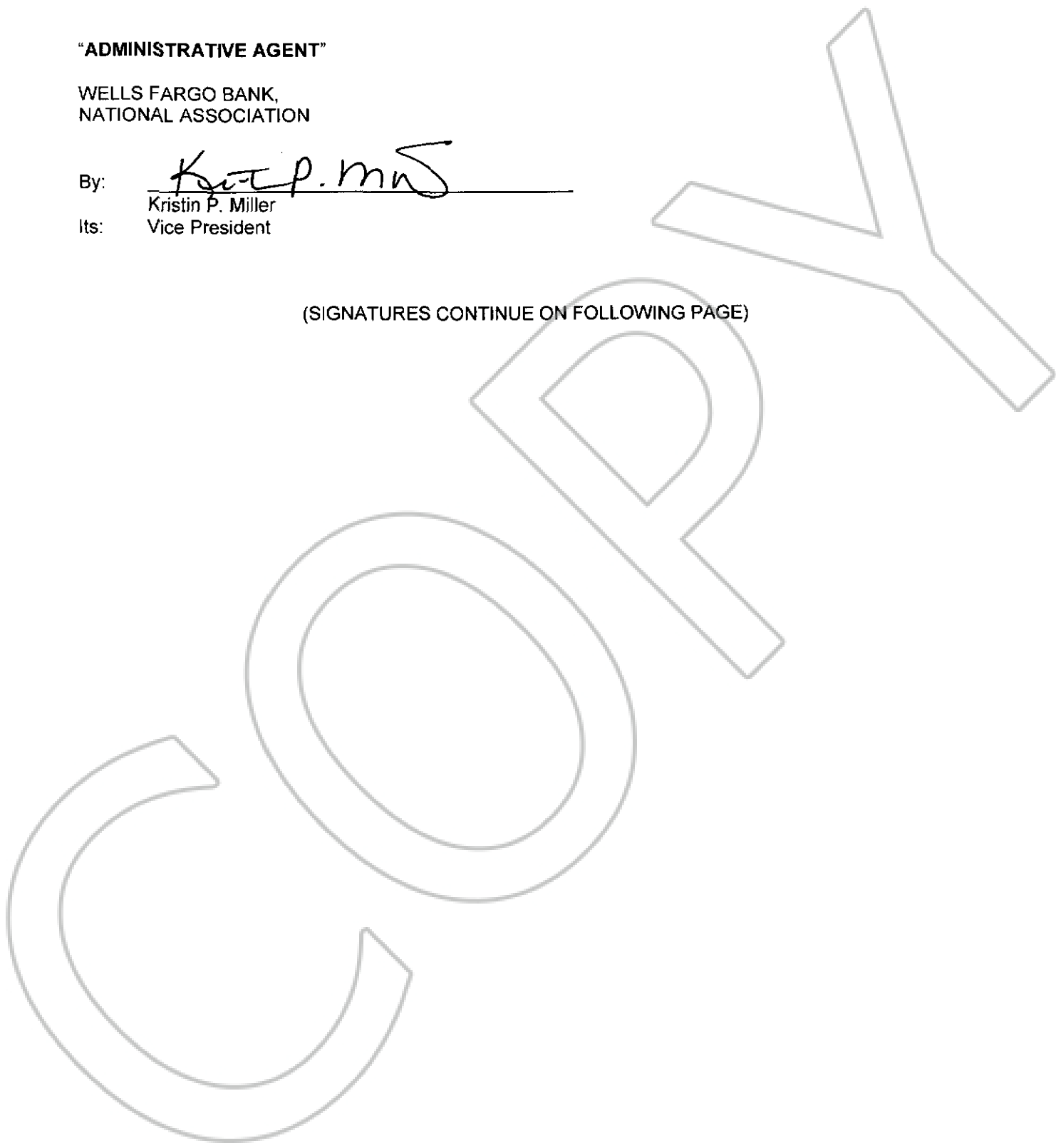
Dated as of: April 5, 2012

"ADMINISTRATIVE AGENT"

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: Kristin P. Miller
Kristin P. Miller
Its: Vice President

(SIGNATURES CONTINUE ON FOLLOWING PAGE)





0141072


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"TRUSTOR/BORROWER"

COYOTE SPRINGS INVESTMENT LLC,
a Nevada limited liability company

By:


Thomas A. Seeno, Manager

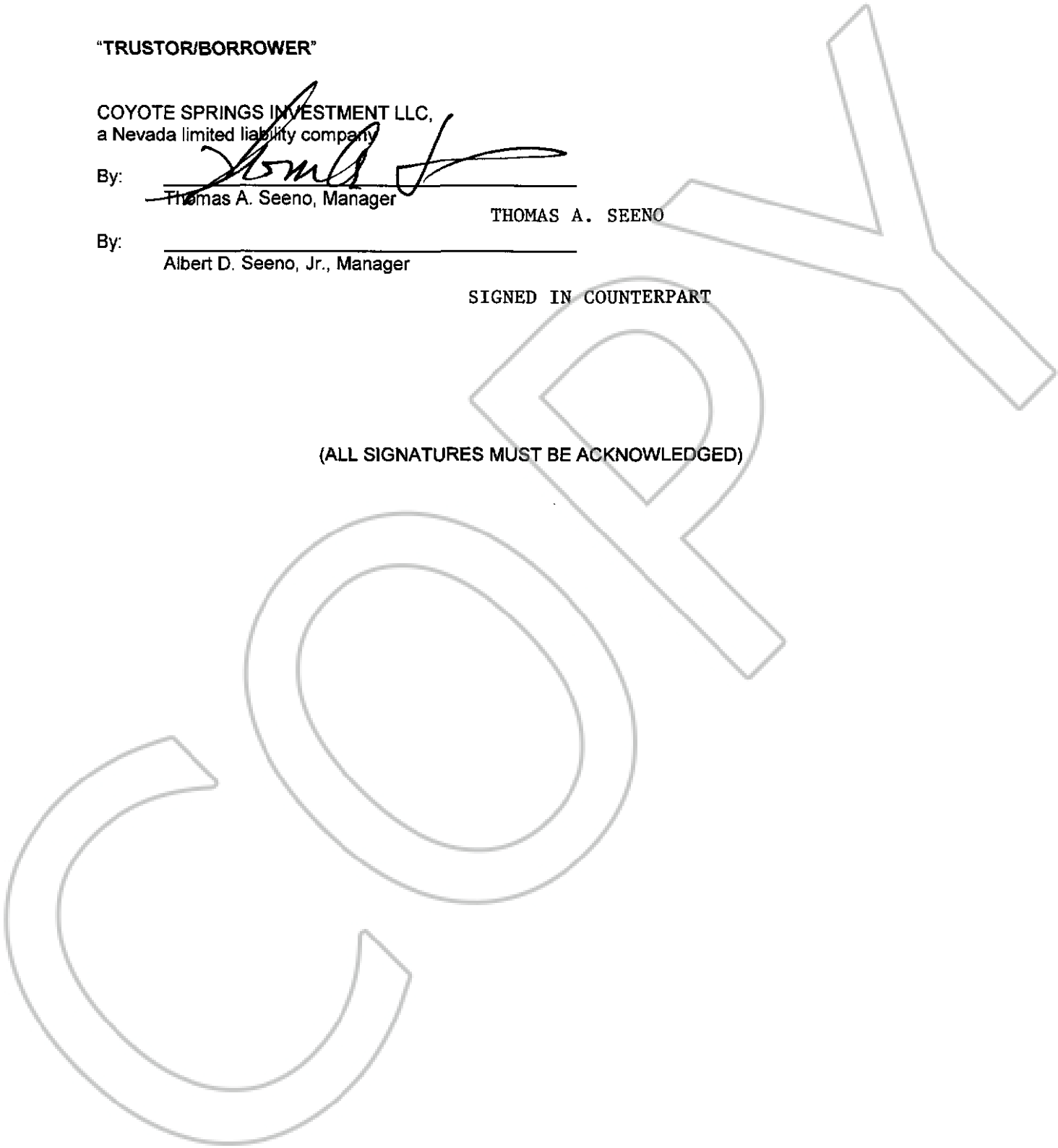
THOMAS A. SEENO

By:

Albert D. Seeno, Jr., Manager

SIGNED IN COUNTERPART

(ALL SIGNATURES MUST BE ACKNOWLEDGED)





"TRUSTOR/BORROWER"

**COYOTE SPRINGS INVESTMENT LLC,
a Nevada limited liability company**

By: _____
Thomas A. Seeno, Manager

By: _____
Albert D. Seeno, Jr., Manager

ALBERT D. SEENO, JR

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

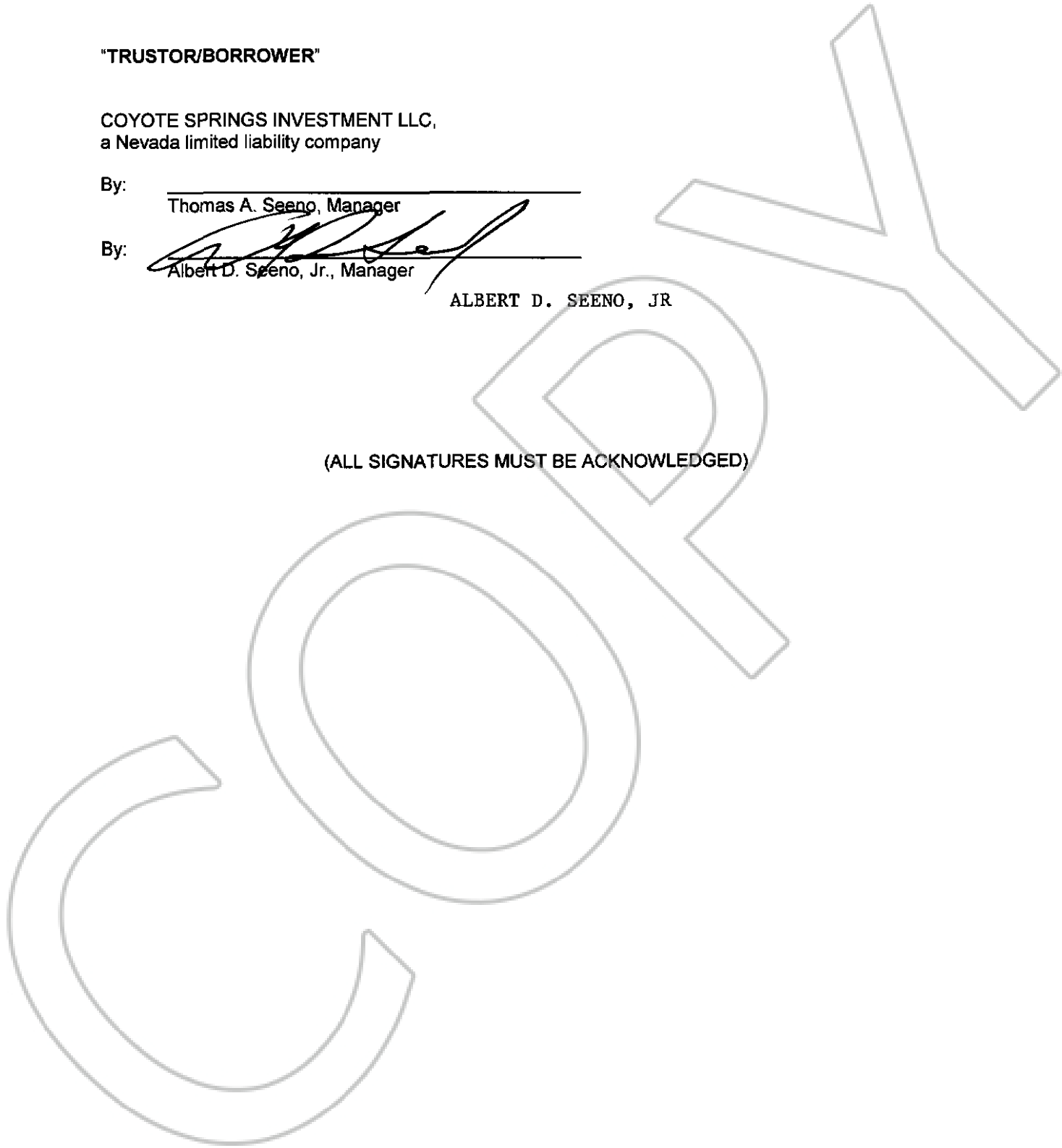




EXHIBIT A

CROSS-DEFAULT/CROSS-COLLATERALIZATION RIDER

Exhibit A to Memorandum of Modification Agreement Amending Deed of Trust dated as of April 5, 2012, executed by and between COYOTE SPRINGS INVESTMENT LLC, as Trustor, and WELLS FARGO BANK, NATIONAL ASSOCIATION as "Administrative Agent".

1. **ADDITIONAL SECURITY - OBLIGATIONS SECURED BY OTHER DEED OF TRUST.** In addition to the obligations secured by the Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated September 8, 2005 and executed by Coyote Springs Investment LLC, as Trustor, to American Securities Company of Nevada, a Nevada corporation, as Trustee, as amended, in favor of Wells Fargo Bank, National Association, as "Administrative Agent" on behalf of and for the benefit of all current and future "Lenders" under the Credit Agreement, which was recorded on September 27, 2005, as Instrument No. 125286, Book 206, Page 467, in the Official Records of Lincoln County, Nevada (as amended, the "Deed of Trust"), and described as "Secured Obligations" therein, the Deed of Trust shall also secure the payment and performance of all obligations secured by those certain deeds of trust (collectively the "Other Deed of Trust") set forth on Schedule 1 hereto.

2. **DEFAULT - OTHER DEED OF TRUST.** A Default under the Other Deed of Trust, as defined therein, shall, at Beneficiary's option, constitute a Default under the Deed of Trust.

3. **WAIVER OF MARSHALLING RIGHTS.** Trustor waives all rights to have all or part of the Subject Property and Collateral described in the Deed of Trust and/or the Other Deed of Trust marshalled upon any foreclosure of the Deed of Trust or the Other Deed of Trust. Beneficiary shall have the right to sell, and any court in which foreclosure proceedings may be brought shall have the right to order a sale of the Subject Property and Collateral described in either or both of said deeds of trust as a whole or in separate parcels, in any order that Beneficiary may designate. Trustor makes this waiver for itself, for all persons and entities claiming through or under Trustor and for persons and entities who may acquire a lien or security interest on all or any part of the Subject Property and Collateral described in either of said deeds of trust, or on any interest therein.

4. **WARRANTIES AND REPRESENTATIONS.** Trustor represents and warrants that the lien of the Other Deed of Trust is a first lien on the property described therein and covered thereby and that the provisions of the Deed of Trust will not cause intervening liens to become prior to the lien of the Other Deed of Trust. If any intervening lien exists or hereafter arises, Trustor shall cause the same to be released or subordinated to the lien of the Other Deed of Trust, without limiting any other right or remedy available to Beneficiary.

Trustor further warrants that Trustor has no legal or equitable claim against any trustor named in the Other Deed of Trust which would be prior to the lien of the Other Deed of Trust, or which would entitle Trustor to a judgment entitling Trustor to an equitable lien on all or any portion of that property prior in lien to the Other Deed of Trust.

5. **NON-IMPAIRMENT.** Except as supplemented and/or modified by the Deed of Trust, all of the terms, covenants and conditions of the Other Deed of Trust and the other loan documents executed in connection therewith shall remain in full force and effect.

6. **LIEN OF DEED OF TRUST AND OTHER DEED OF TRUST.** Trustor and Beneficiary acknowledge and agree that: the Deed of Trust shall constitute a lien or charge upon only that property described therein as the "Subject Property"; and the Other Deed of Trust shall constitute a lien or charge upon only that property described therein as the "Subject Property".

**SCHEDULE 1****DEEDS OF TRUST**

1. Deed of Trust made by North State Development Co., a California general partnership, as trustor, to trustee, for the benefit of Beneficiary, dated as of January 14, 1987, and recorded on January 23, 1987, in Book 13404 Page 405 Serial Number 87-016694 in the Office of the County Recorder of Contra Costa County. (File #1 Baker)
2. Deed of Trust made by Albert D. Seeno Construction Co., a California limited partnership, as trustor, to trustee, for the benefit of Beneficiary, dated as of September 7, 1983, and recorded on September 15, 1983, in Book 11434 Page 675 in the Office of County Recorder of Contra Costa County. (File 2 Oak Hills MFR)
3. Deed of Trust made by Albert D. Seeno Construction Co., a California limited partnership, as trustor, to trustee, for the benefit of Beneficiary, recorded on September 15, 1983, in Book 11435 Page 1 in the Office of County Recorder of Contra Costa County. (File 25 Mira Vista)
4. Deed of Trust made by Seeno Enterprises, a California partnership, as trustor, to trustee, for the benefit of Beneficiary, dated as of February 6, 1984, and recorded on February 16, 1984, in Book 11657 Page 694 in the Office of the County Recorder of Contra Costa County. (File 33 Los Medanos)
5. Deed of Trust made by Albert D. Seeno Construction Co., a California limited partnership, as trustor, to trustee, for the benefit of Beneficiary, dated as of September 7, 1983, and recorded on September 15, 1983, in Book 1983 Page 76246 Serial Number 40321 in the Office of the County Recorder of Solano County. (File 35 Southbrook)
6. Deed of Trust made by Albert D. Seeno Construction Co., a California limited partnership, as trustor, to trustee, for the benefit of Beneficiary, dated as of September 7, 1983, and recorded on September 15, 1983, in Book 1983 Page 76275 Series No. 40323 in the Office of the County Recorder of Solano County. (File 37 Benicia Bus Park)
7. Deed of Trust made by Seeno Enterprises, a California partnership, as trustor, to trustee, for the benefit of Beneficiary, dated as of June 15, 1985, and recorded on June 28, 1985, in Book 12383, OR, Page 314 in the Office of the County Recorder of Contra Costa County. (File 57 Commerce Plaza)
8. Deed of Trust made by Albert D. Seeno Construction Co., a California limited partnership, as trustor, to trustee, for the benefit of Beneficiary, dated as of June 25, 1985, and recorded on July 2, 1985, in Book 1985 Page 58312 Series No. 29386 in the Office of the County Recorder of Solano County. (File 58 Cordelia)
9. Deed of Trust made by North State Development Co., a California general partnership, as trustor, to trustee, for the benefit of Beneficiary, dated as of June 17, 1988, and recorded on July 9, 1988, in Book 14441 Page 386 in the Office of the County Recorder of Contra Costa County. (File 82 Baca)
10. Deed of Trust made by Albert D. Seeno Construction Co., a California limited partnership, as trustor, to trustee, for the benefit of Beneficiary, dated as of March 25, 1996, and recorded on April 12, 1996, as Series No. 1996-00024401 in the Office of the County Recorder of Solano County. (File 124 Cordelia Coml-Indust)



11. Deed of Trust made by West Coast Home Builders, Inc., a California corporation, as trustor, to trustee, for the benefit of Beneficiary, dated as of April 10, 1996, and recorded on May 2, 1996, as Serial Number 96-80788 in the Office of the County Recorder of Contra Costa County. (File 125 Amberwood)
12. Deed of Trust made by West Coast Home Builders, Inc., a California corporation, as trustor, to trustee, for the benefit of Beneficiary, recorded on August 27, 1997, as Series No. 97-155649 in the Office of the County Recorder of Contra Costa County. (File 127 Highlands Ranch)
13. Deed of Trust made by West Coast Home Builders, Inc., a California corporation, as trustor, to trustee, for the benefit of Beneficiary, recorded on October 19, 1998, as Series No. 98-257576 in the Office of the County Recorder of Contra Costa County. (File 135 Ellisondo)
14. Deed of Trust made by Albert D. Seeno Construction Co., a California limited partnership as to Parcels One-A, One-B, Two-A and Two-B and West Coast Home Builders, Inc., a California corporation as to Parcel Three, as trustor, to trustee, for the benefit of Beneficiary, dated as of August 13, 2008, and recorded on August 25, 2008, as Serial Number 2008-188761 in the Office of the County Recorder of Contra Costa County. (File 138 Stonewood)
15. Deed of Trust made by West Coast Home Builders, Inc., a California corporation, as trustor, to trustee, for the benefit of Beneficiary, dated as of July 10, 2000, and recorded on July 24, 2000 as Serial Number 2000-155153 in the Office of the County Recorder of Contra Costa County. (File 142 Anderson)
16. Deed of Trust made by Garin Crest Development, Inc., a California corporation, as trustor, to trustee, for the benefit of Beneficiary, dated as of December 4, 2000, and recorded on December 27, 2000 as Serial No. 2000-377006 in the Office of the County Recorder of Alameda County. (File 144 Garin Crest)
17. Construction Deed of Trust made by Sierra Bay Properties, Inc., a California corporation, as trustor, to trustee, for the benefit of Beneficiary, dated as of March 26, 2001, and recorded on May 8, 2001 as Series No. 2001-00046107 in the Office of the County Recorder of Solano County. (File 145 IBP & NV Comm)
18. Construction Deed of Trust made by North Village Development, Inc., a California corporation, as trustor, to trustee, for the benefit of Beneficiary, dated as of March 26, 2001, and recorded on May 8, 2001 as Series No. 2001-00046105 in the Office of the County Recorder of Solano County. (File 146 North Village)
19. Deed of Trust made by West Coast Home Builders, Inc., a California corporation, as trustor, to trustee, for the benefit of Beneficiary, dated as of November 12, 2002, and recorded on December 26, 2002 as Series No. 2002-495652 in the Office of the County Recorder of Contra Costa County. (File 149 San Marco)
20. Deed of Trust made by West Coast Home Builders, Inc., a California corporation, as trustor, to trustee, for the benefit of Beneficiary, dated as of October 9, 2001, and recorded on October 31, 2001 as Series No. 2001-334327 in the Office of the County Recorder of Contra Costa County. (File 151 Colchico)
21. Deed of Trust made by Sierra Pacific Properties, Inc., a California corporation, as trustor, to trustee, for the benefit of Beneficiary, dated as of October 9, 2001, and recorded on October 31, 2001 as Serial No. 2001-334328 in the Office of the County Recorder of Contra Costa County. (File 152 North Park Plaza)



22. Deed of Trust made by West Coast Home Builders, Inc., a California corporation, as *trustor*, to trustee, for the benefit of Beneficiary, dated as of March 27, 2003, and recorded on April 10, 2003 as Series No. 200300055661 in the Office of the County Recorder of Solano County. (File 153 Garibaldi)
23. Deed of Trust made by West Coast Home Builders, Inc., a California corporation, as *trustor*, to trustee, for the benefit of Beneficiary, dated as of August 18, 2003, and recorded on September 10, 2003 as Series No. 200300153125 in the Office of the County Recorder of Solano County. (File 155 Paradise Crest)
24. Deed of Trust made by West Coast Home Builders, Inc., a California corporation, as *trustor*, to trustee, for the benefit of Beneficiary, dated as of March 3, 2008, and recorded on March 17, 2008, as Serial Number 2008-56262 in the Office of the County Recorder of Contra Costa County. (File 156 Duarte)





STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA ss.

On April 9, 2012 before me, Kathleen Bathel-Harless, a notary public, personally appeared Thomas A Seeno, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature Kathleen Bathel-Harless

My commission expires Sept. 12, 2015



STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA ss.

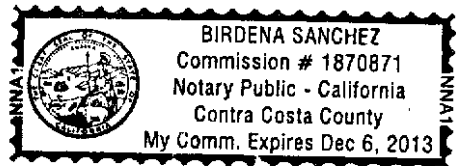
On 04-10-2012 before me, BIRDENA SANCHEZ, a notary public personally appeared KRISTIN P. MILLER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature Birdena Sanchez

My commission expires 12-06-2013





CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

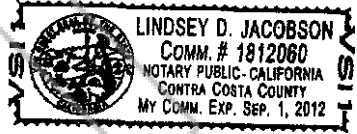
STATE OF CALIFORNIA)
) ss.
COUNTY OF CONTRA COSTA)

On April 9, 2012, before me, LINDSEY D. JACOBSON, a Notary Public, personally appeared ALBERT D. SEENO, JR., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


LINDSEY D. JACOBSON



Exp 9/1/12

(Place Notary Seal Above)

***** OPTIONAL *****

Title or Type of Document: Memorandum of Modification Agreement Amending Deed of Trust – Loan #101452

Signer is Representing: As Manager of Coyote Springs Investment LLC, a Nevada limited liability company

Document Date: April 5, 2012

(Trustor/Borrower – Coyote (Lincoln Co.))